

ORIGINAL

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ROBERT L. HANSEN, Assistant City Attorney (130677)  
BRANDON S. MERCER, Sr. Dep. City Attorney (244413)  
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Riverside, California 92501  
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Facsimile (951) 826-5540

Attorneys for Respondent, CITY OF RIVERSIDE,  
a California charter city and municipal corporation

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JUL 16 2019

E. Escobedo

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

EXEMPT FROM FEE PURSUANT  
TO GOVERNMENT CODE §6103

MATTHEW CASH,

Petitioner,

v.

CITY OF RIVERSIDE; SARA ADLER.

Respondents.

) CASE NO. RIC 1901958

)  
) [Case Assigned for All Purposes to Judge  
) Daniel A. Ottolia, Dept. 4]

)  
) DECLARATIONS IN SUPPORT OF  
) RESPONDENT CITY OF RIVERSIDE'S  
) OPENING BRIEF

)  
) [Filed concurrently w/ Respondent City of  
) Riverside's Opening Brief]

)  
) Complaint Filed: 3/19/19

)  
) Trial Date: None Assigned

Respondent, CITY OF RIVERSIDE, hereby submits the declarations of Miriana Gonzalez  
and Brandon S. Mercer in support of its responsive brief in the above-entitled matter.

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## DECLARATION OF MIRIANA GONZALEZ

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2 I, Miriana Gonzalez, declare as follows:

3 1. I am the Deputy Human Resources Director with the City of Riverside. I have been a  
4 Deputy Human Resources Director since October of 2017. I primarily assist the Human Resources  
5 Director with planning, managing, coordinating and overseeing assigned Human Resources  
6 operations, activities, programs, and personnel for the City of Riverside. Currently, I am assigned  
7 to oversee recruitment, benefits, classifications and compensation. From time to time, I handle  
8 personnel issues which would include employee discipline. The matters stated herein are based  
9 upon either my personal knowledge or information and belief, which I believe to be true, and, if  
10 called as a witness, I could competently testify as follows:

11 2. I am familiar with the facts and circumstances surrounding the termination of former  
12 police officer Matthew Cash. At the time, I was the Interim Deputy Human Resources Director.

13 3. The Human Resources Department maintains records pertaining to employees'  
14 employment history, discipline and grievances. I am familiar with the Department's record  
15 keeping and file retention system. I searched the Department's file retention system and all of the  
16 records referenced in this declaration are true and correct copies of City records related to the Cash  
17 matter and kept in the ordinary course of business of the Human Resources Department.

18 4. Attached as Exhibit 1 is a true and correct copy of the Grievance Step 2 Response sent  
19 to Saku Ethir dated February 14, 2017.

20 5. The Human Resources Department also retains copies of all current memorandum of  
21 understandings ("MOU") for each represented group. Attached as Exhibit 2 are true and correct  
22 copies of excerpts from the current MOU for the Police Unit.

23 6. Again, all of the documents referenced herein are true and correct copies of records  
24 retained in my Department's file retention system.

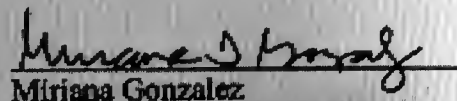
25 ///

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1 I declare under the penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct. Executed this 11th day of July 2019 at Riverside, California.

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Miriana Gonzalez

## DECLARATION OF BRANDON S. MERCER

I, Brandon S. Mercer, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California. I am a Senior Deputy City Attorney for the City of Riverside and I am the attorney handling this file. The matters stated herein are based upon either my personal knowledge or information and belief, which I believe to be true, and, if called as a witness, I could competently testify as follows:

2. Over the past several years, I have handled multiple arbitrations on behalf of the Riverside Police Department related to discipline. The City regularly participates in arbitration to resolve grievances related to discipline. I was assigned the arbitration related to the termination of Sergeant Matthew Cash.

3. Saku Ethir regularly represents members of the Riverside Police Officers Association ("RPOA") in discipline matters. Ms. Ethir represented Matthew Cash throughout the arbitration.

4. I am familiar with the MOUs for the sworn employees of the Riverside Police Department. I reviewed and approved as to form the MOU for the various bargaining units for the sworn employees of the Riverside Police Department. Attached as **Exhibit 2** are true and correct copies of excerpts from the current MOU for the Police Unit with my signature on the bottom of the last page. These excerpts apply to the grievance procedures for sergeants.

5. On September August 2, 2017, I received an email from Saku Ethir inquiring about multiple arbitrations including the arbitration of Matthew Cash. Attached as **Exhibit 3** is a true and correct redacted copy of the email I received from Saku Ethir dated August 2, 2017. Exhibit 3 is redacted to protect the confidential personnel information of other officers.

6. After the parties agreed on an arbitrator, Petitioner's attorney, Saku Ethir, sent an email on December 4, 2017 to Sarah Adler advising her that she had been mutually selected as an arbitrator in the Cash matter. I was a recipient of the email. Attached as **Exhibit 4** is a true and correct copy of the email from Saku Ethir dated December 4, 2017.



1 7. On December 4, 2017, Sarah Adler responded to Saku Ethir essentially accepting the  
2 appointment as arbitrator. I was a recipient of the email. Attached as Exhibit 5 is a true and  
3 correct copy of the email from Sara Adler dated December 4, 2017.

4 8. On December 8, 2017, Saku Ethir confirmed the dates of the arbitration. I was a  
5 recipient of the email. Attached as Exhibit 6 is a true and correct copy of the email from Saku  
6 Ethir dated December 8, 2017.

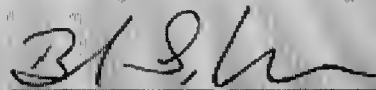
7 9. On December 13, 2017, Saku Ethir communicated the location of the arbitration. I was  
8 a recipient of the email. Attached as Exhibit 7 is a true and correct copy of the email from Saku  
9 Ethir dated December 13, 2017.

10 10. In June of 2018, the parties participated in a multiday arbitration. I was present at all  
11 of the days of the arbitration hearings.

12 11. In the fall of 2018, the parties submitted written closing briefs. The City was allowed  
13 to submit a reply brief to address a narrow issue in November of 2018.

14 12. On December 26, 2018, Arbitrator Sarah Adler issued an Arbitration Opinion and  
15 Award upholding the termination of Matthew Cash. I received a copy of the Arbitration Opinion  
16 and Award by email on December 26, 2018. Attached as Exhibit 8 is a true and correct redacted  
17 copy of the Arbitration Opinion and Award dated December 26, 2018. Exhibit 8 is redacted to  
18 protect confidential information regarding Matthew Cash.

19 I declare under the penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct. Executed this 11th day of July 2019 at Riverside, California.

21 

22 Brandon S. Mercer  
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City Manager's Office

City of Arts & Innovation

February 14, 2017

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street, Ste. 200  
Riverside, CA 92505

**RE: Grievance Step 2 Response – Matthew Cash**

Dear Ms. Ethir:

This letter is in response to the Step 2 grievance for Matthew Cash. At issue is Sergeant Matthew Cash's termination of employment from the City of Riverside Police Department effective July 14, 2016. On February 2, 2017, the City of Riverside received a Step 2 grievance written response from you regarding this matter and there was no in-person hearing held per your request.

In your written grievance response, you stated that the Grievant believes that the charges against him are not supported by the evidence and that the level of discipline was excessive based on the totality of the case. Your response also states that the Riverside County District Attorney's Office has filed criminal charges against your client and you are unable to discuss this matter as the Grievant is pending a trial. Per the evidence gathered and investigation report completed by the Riverside Police Department, I agree with the Department's findings that the Grievant violated Riverside Police Department Policy 330.3.5 (y) violating any misdemeanor or felony statute (two counts) and Policy 330.3.5 (z) on-duty or off-duty conduct which is contrary to good order, efficiency or morale, which reflects unfavorably upon the department or its members. The Grievant's behavior and possible engagement in criminal activity is clearly against the values of the Riverside Police Department which is unacceptable by the City and will not be tolerated. Based on the totality of the case and the investigative findings, I concur that the level of discipline was warranted. **This grievance is therefore denied.**

In accordance with Article 16, Section 16.4 of the Memorandum of Understanding between the City of Riverside and Riverside Police Officers Association (RPOA) Supervisory, the review of disciplinary grievances for regular employees who are suspended for eighty (80) hours or more, are demoted in rank, or are terminated will be completed by a hearing officer. Appeals to a hearing officer whose decision is final. Either party may seek review of the hearing officer's decision pursuant to Code of Civil Procedure Section 1094.5

Sincerely,

**Al Zelinka**  
**Assistant City Manager**

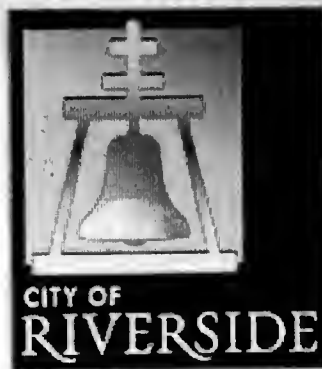
**Cc: Chief Sergio Diaz**  
**Pia Rosa, Deputy Human Resources Director**  
**Stephanie Holloman, Human Resources Director**







The Riverside Police Officer's Association  
and  
The City of Riverside



Memorandum  
Of  
Understanding  
Supervisory Unit

December 2, 2016 - December 31, 2021

- 15.4 Total reimbursement per employee pursuant to this policy shall not exceed one hundred (\$100.00) per fiscal year. Subject to the same dollar limitation, reimbursement for civilian clothes shall be at the level equal to the comparable uniform component.
- 15.5 Reimbursement shall not be required where the employee's insurance covers the item.
- 15.6 Notwithstanding any of the above, this policy shall not apply to second or back-up weapons or personal vehicles not required by the Department to be utilized.
- 15.7 Utilization of this policy for any one incident constitutes a waiver of the right to pursue reimbursement for that item or incident from the City in other administrative or legal forums; otherwise the existence of this policy does not constitute a waiver of either party's defenses or remedies in connection with additional incidents during the same fiscal year.

## **ARTICLE 16: GRIEVANCE PROCEDURE**

### **Section 16.1 PURPOSE**

To provide employees with an orderly procedure for processing a grievance. The current M.O.U. for the bargaining unit should be referenced as to specific language.

### **Section 16.2 DEFINITION**

A grievance is an allegation by an employee that the employee has been adversely affected by a violation, misinterpretation, or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolutions, or the City's written personnel policies and procedures.

### **Section 16.3 POLICY**

Regular employees shall use the hereinafter prescribed procedure for grievances arising out of the administration of ordinances or regulations dealing with personnel, salary, or other benefits, any alleged improper treatment of an employee, or any alleged violation of commonly accepted safety practices and procedures.

- 16.3.1 Representation - An employee may be represented at all stages of the grievance procedure by himself/ herself or, at his/her option, by a representative.



In this grievance procedure, any reference to grievant means grievant, his/her representative, and/or a bargaining unit.

**16.3.2**

Time Limits - The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement.

**16.3.2.1**

In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance.

**16.3.2.2**

In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

**16.3.3**

Arbitration Costs and Selection - The cost of the hearing officer/arbitrator shall be borne equally by the City and the Association. If the parties are unable to agree upon a hearing officer or arbitrator, hearing officers and arbitrators shall be selected from a panel submitted by the California State Conciliation Service; each party shall alternately strike names until there is one remaining. If the Association is neither the grievant or the grievant's representative, the cost of the hearing officer/arbitrator shall be borne equally by the City and the grievant.

**Section 16.4**

**PROCEDURE**

Responsibility

Action

Department, Grievant

1. Informal Step: As a general policy, attempts shall be made to ascertain all facts and adjust all grievances on an informal basis between the grievant and a supervisor in the chain of command up to and including the Division Head.

Presentation of this grievance shall be made within ten (10) working days from the date the grievant knew or should have known of the act or occurrence giving rise to the grievance.

Grievant

2. Step One (1): If the grievance is not adjusted to the satisfaction of the



grievant within five (5) working days after presentation of the grievance, the grievant may submit the grievance in writing to the department head within the next ten (10) working days.

**Department Head**

3. Meets with the grievant within five (5) working days of receipt of the written grievance and communicates a decision to the grievant within five (5) working days after the meeting.

**Grievant**

4. Step Two (2): If the grievant is not satisfied with the decision of the department head, the grievant may, within ten (10) working days after receipt of the department head's decision, submit in writing the grievance and request for a hearing to the Assistant City Manager for review.

**Hearing Officer**

5. Hears case and makes recommendation according to the type of grievance. Management has the discretion to either change work schedules or pay overtime for the grievant to attend hearings. Any schedule changes in this regard will be made with reasonable advanced notice.

- a. Non-disciplinary grievances: Heard by a hearing officer who shall make advisory recommendations to the City Manager. The City Manager's decision shall be final.

- b. Disciplinary grievances for regular employees who are suspended for eighty (80) hours or more, are demoted in rank, or are terminated. Appeals to a hearing officer whose decision is final. Either party may seek review of the

hearing officer's decision pursuant to Code of Civil Procedure Section 1084.5.

- c. Other disciplinary grievances for employees who receive discipline other than that which is indicated in b. The matter may be appealed to binding grievance arbitration. The arbitrator's decision and award shall be final and binding on the parties and may be reviewed only pursuant to Code of Civil Procedure Section 1285 et seq.

#### **Administrative Appeal Hearing**

- 6. An Administrative Appeal Hearing process shall be provided to all members of the bargaining unit. This appeal hearing process will be applicable to any administrative actions that may be considered punitive as defined by the Public Safety Officer Bill of Rights. The specific procedures related to this hearing process will be included in the Riverside Police Department Policy and Procedures Manual.

#### **ARTICLE 17: AGENCY SHOP**

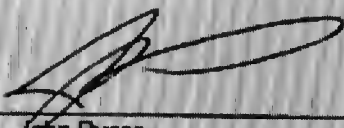
- 17.1 The Agency Shop provisions shall be applied for the term of this agreement as follows:
- 17.2 Subject to Article III Section 4, payroll deductions, of the City's Employer-Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Association, the Association's initiation fee and periodic dues for members of the Association.
- 17.3 Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties, shall

MEMORANDUM OF UNDERSTANDING 2016-2021  
CITY OF RIVERSIDE, RIVERSIDE POLICE OFFICER'S ASSOCIATION  
FOR THE POLICE SUPERVISORY UNIT


MANAGEMENT REPRESENTATIVES  
CITY OF RIVERSIDE

RIVERSIDE POLICE OFFICERS'  
ASSOCIATION

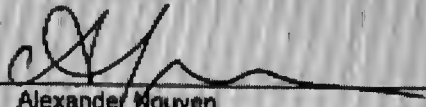
By

  
John Russo  
City Manager

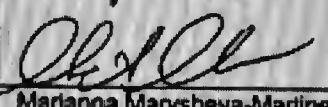
By

  
Brian Smith  
RPOA President

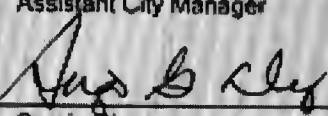
By

  
Alexander Nguyen  
Assistant City Manager

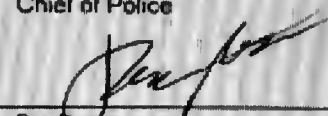
By

  
Marianna Marysheva-Martinez  
Assistant City Manager

By

  
Sergio Diaz  
Chief of Police

By

  
Pia Rose  
Interim Human Resources Director

By

  
Adam Raymond  
Assistant Chief Financial Officer

Dated: December 7, 2016

Dated: \_\_\_\_\_

Attest:

  
Colleen J. Nicol  
City Clerk

APPROVED AS TO FORM

  
Attorney







**Mercer, Brandon**

---

**From:** saku@seepolicelaw.com  
**Sent:** Wednesday, August 2, 2017 9:58 AM  
**To:** Mercer, Brandon  
**Subject:** [External] Arbitrations

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Brandon

Have you been by chance assigned any of the following PD Arbitrations?

[REDACTED]  
Matt Cash Termination  
[REDACTED]

If you have not as to some or all and you know who has could you please let me know who?

Thank you.

Saku

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505

Cell: 909 250-9220  
Fax: 951 776-8076  
Email: saku@seepolicelaw.com

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**Mercer, Brandon**

---

**From:** saku@seepolicelaw.com  
**Sent:** Monday, December 4, 2017 12:51 PM  
**To:** sadlerarb@earthlink.net; Mercer, Brandon  
**Subject:** [External] Police Sergeant Matt Cash v. City of Riverside

Good Afternoon Arbitrator Adler

I hope you are doing well.

The parties in the above referenced matter have mutually selected you as an Arbitrator. This email is sent to inquire as to whether you would be willing to serve as the Arbitrator.

This case involves the termination of a Riverside Police Department Sergeant. The matter involves two separate Internal Affairs Investigations of two separate incidents; and as such, the parties anticipate this matter will take approximately 10 days to hear.

Brandon Mercer is the attorney for the City on this matter and is CC'd on this email.

If you are willing to hear the matter could you please provide the parties with dates beginning after the first of the year.

Thank you so much for your consideration.

Saku

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505

Cell: 909 260-9220  
Fax: 951 776-8076  
Email: saku@seepolicelaw.com

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## **Mercer, Brandon**

---

**From:** Sara Adler <sadlerarb@earthlink.net>  
**Sent:** Monday, December 4, 2017 12:12 PM  
**To:** saku@seepolicelaw.com; Mercer, Brandon  
**Subject:** [External] Re: Police Sergeant Matt Cash v. City of Riverside

Thank you for selecting me as the Arbitrator in this matter. I can currently offer the dates of January 23-25; March 1-2, 5-7, 26-30 and April 16-19. No dates reserved. If possible, I would appreciate the parties selecting as many contiguous dates as will work for them. Please remember that these dates are out to other parties as well on a first-to-ask basis and let me know as soon as you can.

Please also remember that it is my policy to charge late cancel fees for this number of hearing days six weeks in advance of the reserved dates.

I look forward to being of service.

Sara Adler, Esq.

Dispute Resolution Services  
1034 Selby Avenue  
Los Angeles, CA 90024-3106  
T: 310-474-5170  
F: 310-474-6919  
E: [sadlerarb@earthlink.net](mailto:sadlerarb@earthlink.net)

---

**From:** <[saku@seepolicelaw.com](mailto:saku@seepolicelaw.com)>  
**Date:** Monday, December 4, 2017 at 1:50 PM  
**To:** Sara Adler <[sadlerarb@earthlink.net](mailto:sadlerarb@earthlink.net)>, <[Bmercer@riversideca.gov](mailto:Bmercer@riversideca.gov)>  
**Subject:** Police Sergeant Matt Cash v. City of Riverside

Good Afternoon Arbitrator Adler

I hope you are doing well.

The parties in the above referenced matter have mutually selected you as an Arbitrator. This email is sent to inquire as to whether you would be willing to serve as the Arbitrator.

This case involves the termination of a Riverside Police Department Sergeant. The matter involves two separate Internal Affairs Investigations of two separate incidents; and as such, the parties anticipate this matter will take approximately 10 days to hear.

Brandon Mercer is the attorney for the City on this matter and is CC'd on this email

If you are willing to hear the matter could you please provide the parties with dates beginning after the first of the year.

Thank you so much for your consideration.

Saku

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505

Cell: 909 260-9220  
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Email: [saku@seepolicelaw.com](mailto:saku@seepolicelaw.com)

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## **Mercer, Brandon**

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**From:** saku@seepolicelaw.com  
**Sent:** Friday, December 8, 2017 1:57 PM  
**To:** Sara Adler, Mercer, Brandon  
**Cc:** Hansen, Robert; Cortez, Shaylene  
**Subject:** RE: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

I appreciate the suggestion regarding June 7th, as I was able to reschedule that matter.

As such I am confirming the following dates for the Cash matter: June 4, 5, 6, 7, 8, 18, 19, 20 & 21.

Saku

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505

Cell: 909 260-9220  
Fax: 951 776-8076  
Email: saku@seepolicelaw.com

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----- Original Message -----

**Subject:** Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside  
**From:** "Sara Adler" <sadlerarb@earthlink.net>  
**Date:** Wed, December 6, 2017 11:46 am  
**To:** "Mercer, Brandon" <BMercer@riversideca.gov>, "saku@seepolicelaw.com" <saku@seepolicelaw.com>  
**CC:** "Hansen, Robert" <RHansen@riversideca.gov>, "Cortez, Shaylene" <SCortez@riversideca.gov>

Yes. Saku is also seeing if she can make the 7th available to reach the 10 day goal. Sara Adler, Arbitrator

**From:** "Mercer, Brandon" <BMercer@riversideca.gov>  
**Date:** Wednesday, December 6, 2017 at 8:44 AM  
**To:** "saku@seepolicelaw.com" <saku@seepolicelaw.com>, Sara Adler <sadlerarb@earthlink.net>  
**Cc:** "Hansen, Robert" <RHansen@riversideca.gov>, "Cortez, Shaylene" <SCortez@riversideca.gov>  
**Subject:** RE: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

1

Just to be clear, we're locking down June 4, 5, 6, 8, 18, 19, 20 & 21.  
Please confirm.

Brandon



Just to be clear, we're locking down June 4, 5, 6, 8, 18, 19, 20 & 21.  
Please confirm.

Brandon

THIS EMAIL MESSAGE, INCLUDING ANY ATTACHMENTS, FROM THE OFFICE OF THE CITY ATTORNEY IS INTENDED FOR THE OFFICIAL AND CONFIDENTIAL USE OF THE RECIPIENTS TO WHOM IT IS ADDRESSED. THIS EMAIL CONTAINS MATERIAL THAT IS CONFIDENTIAL AND/OR PRIVILEGED UNDER THE WORK PRODUCT, ATTORNEY-CLIENT OR OFFICIAL INFORMATION PRIVILEGES FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE OR DISTRIBUTION BY OTHERS OR FORWARDING WITHOUT EXPRESS PERMISSION IS STRICTLY PROHIBITED. RECIPIENTS SHOULD NOT FILE COPIES OF THIS EMAIL WITH PUBLICLY ACCESSIBLE WRITTEN OR ELECTRONIC RECORDS. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES.

Brandon S. Mercer  
Senior Deputy City Attorney  
Office of the City Attorney  
(951) 826-5567 Office  
(951) 826-5540 Fax  
bmercer@riversideca.gov

-----Original Message-----

From: saku@seepolicelaw.com [mailto:saku@seepolicelaw.com]  
Sent: Tuesday, December 05, 2017 7:23 PM  
To: Sara Adler <sadlerarb@earthlink.net>; Mercer, Brandon <BMercer@riversideca.gov>  
Cc: Hansen, Robert <RHansen@riversideca.gov>; Cortez, Shaylene <SCortez@riversideca.gov>  
Subject: RE: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

Oversight on my part. I am in fact available June 5. So I would like to secure that date as well.

Let me check on the June 7 date. I will advise this week.

Thank you

Saku

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505

Cell: 909 260-9220  
Fax: 951 776-8076  
Email: saku@seepolicelaw.com

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Thank you.

----- Original Message -----

Subject: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside  
From: "Sara Adler" <sadlerarb@earthlink.net>  
Date: Tue, December 5, 2017 3:44 pm  
To: "Saku" <saku@seepolicelaw.com>, "Mercer, Brandon" <bmercer@riversideca.gov>  
CC: "Hansen, Robert" <rhansen@riversideca.gov>, "Cortez, Shaylene" <scortez@riversideca.gov>

I've calendared the dates that Saku has available. Can we do the hearing in 8 days? Saku, could you reschedule whatever you have on June 5 & 7 if we need all 10 days? At least 2 weeks in advance, please let me know time and location for the hearing. Thanks. Sara Adler, Arbitrator

From: Saku <saku@seepolicelaw.com> on behalf of Saku <saku@seepolicelaw.com>  
Date: Tuesday, December 5, 2017 at 9:42 AM  
To: Sara Adler <sadlerarb@earthlink.net>  
Cc: "Mercer, Brandon" <bmercer@riversideca.gov>, "Hansen, Robert" <rhansen@riversideca.gov>, "Cortez, Shaylene" <scortez@riversideca.gov>  
Subject: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

I am available June 4, 6, 8, 18, 19, 20, 21.

I'd like to secure all of those dates.

Thank you.

Saku

Get Outlook for iOS <<https://aka.ms/o0ukef>>  
From: Sara Adler <sadlerarb@earthlink.net>  
Sent: Monday, December 4, 2017 5:05 PM  
Subject: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside  
To: Saku <saku@seepolicelaw.com>  
Cc: Mercer, Brandon <bmercer@riversideca.gov>, Hansen, Robert <rhansen@riversideca.gov>, Cortez, Shaylene <scortez@riversideca.gov>

I regret it, but I have no May dates currently available. I can offer June 5-8, 18-21 and 25-29. None reserved. Sara Adler, Arbitrator

Sent from my iPad

On Dec 4, 2017, at 1:23 PM, Saku <saku@seepolicelaw.com> wrote:

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- > you provided. Considering Brandon's schedule, if we are going into May

> I would request that we set as many of the 10 dates as possible in  
> May, and set any remaining dates in June, your availability permitting  
> Arbitrator Adler.

> Saku

> Get Outlook for IOS <<https://aka.ms/o0ukef>>

> On Mon, Dec 4, 2017 at 1:15 PM -0800, "Mercer, Brandon"  
> <BMercer@riversideca.gov> wrote:

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>> <image001.png>

>> Brandon S. Mercer  
>> Senior Deputy City Attorney  
>> Office of the City Attorney  
>> (951) 826-5567 Office  
>> (951) 826-5540 Fax  
>> bmercerc@riversideca.gov

>> From: Sara Adler [mailto:sadlerarb@earthlink.net]  
>> Sent: Monday, December 04, 2017 12:12 PM  
>> To: saku@seepolicelaw.com; Mercer, Brandon <BMercer@riversideca.gov>  
>> Subject: (External) Re: Police Sergeant Matt Cash v. City of  
>> Riverside

>> Thank you for selecting me as the Arbitrator in this matter. I can  
>> currently offer the dates of January 23-25; March 1-2, 5-7, 26-30 and  
>> April 16-19. No dates reserved. If possible, I would appreciate the  
>> parties selecting as many contiguous dates as will work for them.  
>> Please remember that these dates are out to other parties as well on  
>> a first-to-ask basis and let me know as soon as you can.

>>

>> Please also remember that it is my policy to charge late cancel fees  
>> for this number of hearing days six weeks in advance of the reserved dates.

>>

>>

>>

>> I look forward to being of service.

>>

>>

>>

>> Sara Adler, Esq.

>>

>> Dispute Resolution Services

>> 1034 Selby Avenue

>> Los Angeles, CA 90024-3106

>> T: 310-474-5170

>> F: 310-474-6919

>> E: [sadlerarb@earthlink.net](mailto:sadlerarb@earthlink.net) <<http://sadlerarb@earthlink.net>>

>>

>>

>>

>>

>>

>> From: <[saku@seepolicelaw.com](mailto:saku@seepolicelaw.com)>

>> Date: Monday, December 4, 2017 at 1:50 PM

>> To: Sara Adler <[sadlerarb@earthlink.net](mailto:sadlerarb@earthlink.net)>, <[Bmercer@riversideca.gov](mailto:Bmercer@riversideca.gov)>

>> Subject: Police Sergeant Matt Cash v. City of Riverside

>>

>>

>>

>> Good Afternoon Arbitrator Adler

>>

>>

>>

>> I hope you are doing well.

>>

>>

>>

>> The parties in the above referenced matter have mutually selected

>> you as an Arbitrator. This email is sent to inquire as to whether

>> you would be willing to serve as the Arbitrator.

>>

>>

>>

>> This case involves the termination of a Riverside Police Department

>> Sergeant.

>> The matter involves two separate Internal Affairs Investigations of

>> two separate incidents; and as such, the parties anticipate this

>> matter will take approximately 10 days to hear.

>>

>>

>>



>> Brandon Mercer is the attorney for the City on this matter and is  
>> CC'd on this email.

>>  
>>  
>>

>> If you are willing to hear the matter could you please provide the  
>> parties with dates beginning after the first of the year.

>>  
>>  
>>

>> Thank you so much for your consideration.

>>  
>>  
>>

>> Saku

>>  
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>> Saku E. Ethir

>>  
>>  
>>

>> Law Office of Saku E. Ethir

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>> 11801 Pierce Street

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>> Suite 200

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>> Riverside, CA 92505

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>> Cell: 909 260-9220

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>> Fax: 951 776-8076

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>>

>> Email: [saku@seepolicelaw.com](mailto:saku@seepolicelaw.com)

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>>  
>>  
>>



**Mercer, Brandon**

---

**From:** saku@seepolicelaw.com  
**Sent:** Wednesday, December 13, 2017 4:46 PM  
**To:** Sara Adler; Mercer, Brandon  
**Cc:** Hansen, Robert; Cortez, Shaylene  
**Subject:** RE: Re: [External] Re: Police Sergeant Matt Cosh v. City of Riverside

Good Afternoon

The location of the Arbitration will be:

Esquire Solutions Office  
1325 Spruce St  
3rd Floor  
Riverside, CA 92507  
United States  
+1 (951) 784-1525

If you have not been there, parking is free and they have coffee/tea, danishes and bagels for breakfast, water and soda, and they also serve lunch for everyone.

Start time will be:

10:00 am on the first day  
Moving forward Brandon and I will defer to you on a preferred start time.

Thanks everyone.

Saku

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505

Cell: 909 260-9220  
Fax: 951 776-8076  
Email: saku@seepolicelaw.com

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----- Original Message -----

Subject: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside  
From: "Sara Adler" <sadlerarb@earthlink.net>  
Date: Fri, December 8, 2017 2:47 pm  
To: saku@seepolicelaw.com, "Mercer, Brandon" <BMercer@riversideca.gov>  
CC: "Hansen, Robert" <RHansen@riversideca.gov>, "Cortez, Shaylene" <SCortez@riversideca.gov>

Thanks so much. Remember to send time & place when agreed upon and at least two weeks in advance. Thanks. Happy holidays. Sara Adler, Arbitrator

From: <saku@seepolicelaw.com>  
Date: Friday, December 8, 2017 at 2:56 PM  
To: Sara Adler <sadlerarb@earthlink.net>, "Mercer, Brandon" <BMercer@riversideca.gov>  
Cc: "Hansen, Robert" <RHansen@riversideca.gov>, "Cortez, Shaylene" <SCortez@riversideca.gov>  
Subject: RE: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

I appreciate the suggestion regarding June 7th, as I was able to reschedule that matter.

As such I am confirming the following dates for the Cash matter: June 4, 5, 6, 7, 8, 18, 19, 20 & 21.

Saku

Saku E. Ethir  
Law Office of Saku E. Ethir  
11801 Pierce Street  
Suite 200  
Riverside, CA 92505

Cell: 909 260-9220  
Fax: 951 776-8076  
Email: saku@seepolicelaw.com

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Thank you.

----- Original Message -----

Subject: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside  
From: "Sara Adler" <sadlerarb@earthlink.net>  
Date: Wed, December 6, 2017 11:46 am  
To: "Mercer, Brandon" <BMercer@riversideca.gov>, "saku@seepolicelaw.com" <saku@seepolicelaw.com>



CC: "Hansen, Robert" <RHansen@riversideca.gov>, "Cortez, Shaylene" <SCortez@riversideca.gov>

Yes. Saku is also seeing if she can make the 7th available to reach the 10 day goal. Sara Adler, Arbitrator

From: "Mercer, Brandon" <BMercer@riversideca.gov>  
 Date: Wednesday, December 6, 2017 at 8:44 AM  
 To: "saku@seepolicelaw.com" <saku@seepolicelaw.com>, Sara Adler <sadlerarb@earthlink.net>  
 Cc: "Hansen, Robert" <RHansen@riversideca.gov>, "Cortez, Shaylene" <SCortez@riversideca.gov>  
 Subject: RE: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

Just to be clear, we're locking down June 4, 5, 6, 8, 18, 19, 20 & 21.  
 Please confirm.

Brandon

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Brandon S. Mercer  
 Senior Deputy City Attorney  
 Office of the City Attorney  
 (951) 826-5567 Office  
 (951) 826-5540 Fax  
 bmercer@riversideca.gov

-----Original Message-----

From: saku@seepolicelaw.com [mailto:saku@seepolicelaw.com]  
 Sent: Tuesday, December 05, 2017 7:23 PM  
 To: Sara Adler <sadlerarb@earthlink.net>; Mercer, Brandon <BMercer@riversideca.gov>  
 Cc: Hansen, Robert <RHansen@riversideca.gov>; Cortez, Shaylene <SCortez@riversideca.gov>  
 Subject: RE: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

Oversight on my part. I am in fact available June 5. So I would like to secure that date as well.

Let me check on the June 7 date. I will advise this week.

Thank you

Saku

Saku E. Ethir  
 Law Office of Saku E. Ethir  
 11801 Pierce Street

Suite 200  
Riverside, CA 92505

Cell: 909 260-9220  
Fax: 951 776-8076  
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From: "Sara Adler" <sadlerarb@earthlink.net>  
Date: Tue, December 5, 2017 3:44 pm  
To: "Saku" <saku@seepolicelaw.com>, "Mercer, Brandon" <bmercer@riversideca.gov>  
CC: "Hansen, Robert" <rhansen@riversideca.gov>, "Cortez, Shaylene" <scortez@riversideca.gov>

I've calendared the dates that Saku has available. Can we do the hearing in 8 days? Saku, could you reschedule whatever you have on June 5 & 7 if we need all 10 days? At least 2 weeks in advance, please let me know time and location for the hearing. Thanks. Sara Adler, Arbitrator

From: Saku <saku@seepolicelaw.com> on behalf of Saku <saku@seepolicelaw.com>  
Date: Tuesday, December 5, 2017 at 9:42 AM  
To: Sara Adler <sadlerarb@earthlink.net>  
Cc: "Mercer, Brandon" <bmercer@riversideca.gov>, "Hansen, Robert" <rhansen@riversideca.gov>, "Cortez, Shaylene" <scortez@riversideca.gov>  
Subject: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside

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I'd like to secure all of those dates.

Thank you.

Saku

Get Outlook for iOS <<https://aka.ms/o0ukef>>  
From: Sara Adler <sadlerarb@earthlink.net>  
Sent: Monday, December 4, 2017 5:05 PM  
Subject: Re: [External] Re: Police Sergeant Matt Cash v. City of Riverside  
To: Saku <saku@seepolicelaw.com>

Cc: Mercer, Brandon <bmercer@riversideca.gov>, Hansen, Robert <rhansen@riversideca.gov>, Cortez, Shaylene <scortez@riversideca.gov>

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Sent from my iPad

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>> <image001.png>

>>

>> Brandon S. Mercer

>> Senior Deputy City Attorney

>> Office of the City Attorney

>> (951) 826-5567 Office

>> (951) 826-5540 Fax

>> bmercer@riversideca.gov

>>

>>

>> From: Sara Adler [mailto:sadlerarb@earthlink.net]

>> Sent: Monday, December 04, 2017 12:12 PM

>> To: saku@seepolicelaw.com; Mercer, Brandon <BMercer@riversideca.gov>  
>> Subject: [External] Re: Police Sergeant Matt Cash v. City of  
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>> Please remember that these dates are out to other parties as well on  
>> a first-to-ask basis and let me know as soon as you can.  
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>> Please also remember that it is my policy to charge late cancel fees  
>> for this number of hearing days six weeks in advance of the reserved dates.  
>>  
>>  
>> I look forward to being of service.  
>>  
>>  
>> Sara Adler, Esq.  
>>  
>> Dispute Resolution Services  
>> 1034 Selby Avenue  
>> Los Angeles, CA 90024-3106  
>> T: 310-474-5170  
>> F: 310-474-6919  
>> E: sadlerarb@earthlink.net <<http://sadlerarb@earthlink.net>>  
>>  
>>  
>>  
>> From: <saku@seepolicelaw.com>  
>> Date: Monday, December 4, 2017 at 1:50 PM  
>> To: Sara Adler <sadlerarb@earthlink.net>, <BMercer@riversideca.gov>  
>> Subject: Police Sergeant Matt Cash v. City of Riverside  
>>  
>>  
>>  
>> Good Afternoon Arbitrator Adler  
>>  
>>  
>>  
>> I hope you are doing well.  
>>  
>>  
>>  
>> The parties in the above referenced matter have mutually selected you



>> as an Arbitrator. This email is sent to Inquire as to whether you  
>> would be willing to serve as the Arbitrator.

>> This case involves the termination of a Riverside Police Department  
>> Sergeant.

>> The matter involves two separate Internal Affairs Investigations of  
>> two separate incidents; and as such, the parties anticipate this  
>> matter will take approximately 10 days to hear.

>> Brandon Mercer is the attorney for the City on this matter and is  
>> CC'd on this email.

>> If you are willing to hear the matter could you please provide the  
>> parties with dates beginning after the first of the year.

>> Thank you so much for your consideration.

>> Saku

>> Saku E. Ethir

>> Law Office of Saku E. Ethir

>> 11801 Pierce Street

>> Suite 200

>> Riverside, CA 92505

>> Cell: 909 260-9220

>> Fax: 951 776-8076

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In the Matter of Arbitration )  
between )  
MATTHEW CASH ) OPINION AND AWARD  
and )  
CITY OF RIVERSIDE POLICE DEPT. )  
)

During the course of the hearing the parties were afforded a full and complete opportunity to present evidence, to cross-examine witnesses and to develop argument. All witnesses appearing were duly sworn. A transcript of the proceeding was prepared by Margaret Bourgeois, CSR.



## ISSUES

The Issues presented for decision are as follows:

1. Did the Department have just cause to discharge Grievant?
2. If not, what is the appropriate remedy?

### STATEMENT OF RELEVANT FACTS

At the time of the relevant incidents, Grievant was a Sergeant and a long-time member of the Department. He had a clean record and good to excellent performance reviews.

There was no direct testimony about the Grievant's relationship with, and incidents relating to, [REDACTED] [REDACTED] from any witness other than Grievant. The facts in this matter are not edifying and will be only briefly outlined here.

Grievant

[REDACTED] Grievant does not deny that on March 14, 2016, after he and [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] Following an investigation which included  
interviews with [REDACTED] [REDACTED] and others, the  
Department discharged Grievant for [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] reported the incident to the Department.  
After an investigation of this incident, the Department re-  
discharged Grievant.

[REDACTED] In a  
plea bargain, Grievant pled guilty to a single misdemeanor count  
of false imprisonment and was sentenced to conditional  
probation. By the time of the hearing in this matter, Grievant  
had successfully completed probation. By the time briefs were  
filed, the charges had been dismissed, but not expunged.

Grievant testified that he now recognizes the on-going  
difficulties inherent in [REDACTED]  
[REDACTED]

He has no

[REDACTED]

[REDACTED]

### DISCUSSION

The Department argues that whatever the outcome of the plea agreement, Grievant has acknowledged the substance of his misconduct and that it was, in fact, misconduct. The nature and extent of Grievant's actions in March and June, 2016 are, separately, just cause for his discharge. Adding to the justness of the discharge is his criminal record which precludes him from being an effective officer due to required disclosures.

The Grievant essentially argues that there was not a fair and unbiased investigation of the first incident. If there had been, it's likely that no felony charges would have been filed. Grievant acknowledges that he used poor judgement in the two incidents, but in light of his long and excellent service and the absence of any public knowledge of his misconduct, he should have received lesser discipline consistent with two other officers with misdemeanor convictions who have been retained (and, in one case even promoted) by the Department.

The parties spent a good deal of time debating whether or not Grievant was [REDACTED]



discharge, he was [REDACTED] His actions were more than the exercise "poor judgement" that Grievant acknowledges, but were both actively misconduct. Grievant may have pled out the originally charged penal code violations, but he did plead to a misdemeanor. Grievant did violate both Policy Sections 330.3.5(y) and 330.3.5(z).

The type and extent of the misconduct reflected in these incidents cannot be mitigated by Grievant's years of excellent service in a profession that requires its members meet a high standard of consistently good behavior, especially for one who was in a leadership position. It does appear that the investigation had elements of pre-judgement, but Grievant's speculation on how matters would have proceeded with a less biased investigation are just that - speculation. The decision here is based on the facts of the incidents developed in this record. There is insufficient evidence in this record to prove that the other officers retained despite criminal convictions were similarly situated and, therefore, I cannot find that Grievant was the subject of disparate treatment.

It seems that Grievant has [REDACTED]  
[REDACTED] but the facts in this record do not demonstrate that the Department's imposed discipline was without just cause. I recognize that Grievant is [REDACTED]  
[REDACTED] and that the dismissal of the misdemeanor charge



reduces (but does not entirely eliminate) the Department's disclosure requirement. However, whether or not, given the good record he had on-duty, the Grievant should be re-employed is a decision wholly within the discretion of the Department.

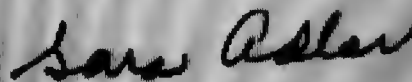
#### Award

Having carefully considered the evidence presented and the arguments made, it is the Award of the Arbitrator that:

The Department had just cause to discharge Grievant.

DATED: December 26, 2018

Respectfully submitted,

A handwritten signature in cursive script that reads "Sara Adler".

Sara Adler, Arbitrator

1  
2  
3 **PROOF OF SERVICE**

4 **STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

5 I am employed in the county aforesaid; I am over the age of 18 years and not a party to  
6 the within above-entitled action; my business address is 3750 University Avenue, Suite 250,  
7 Riverside, California 92501.

8 On July 15, 2019, I served the within:

9 **DECLARATIONS IN SUPPORT OF RESPONDENT CITY OF RIVERSIDE'S**  
10 **OPENING BRIEF**

11 on the interested parties in said action addressed as follows:

12 Michael A. Morguess, Esq.  
13 Castillo Harper APC  
14 6848 Magnolia Avenue, Suite 100  
15 Riverside, CA 92506  
16 (909) 466-5600  
17 [morguess@castilloharper.com](mailto:morguess@castilloharper.com)

18 (XX) **VIA MAIL** - In accordance with the regular mail collection and processing practices of  
19 this business office, with which I am familiar, by means of which mail is deposited with  
20 the United States Postal Service at Riverside, California, that same day in the ordinary  
21 course of business, I deposited such sealed envelope for collection and mailing on this  
22 same date following ordinary business practices pursuant to Code Civ. Proc. § 1013(a).

23 ( ) **PERSONAL** - I caused such envelope to be delivered by hand to the above-listed  
24 addressee pursuant to Code Civ. Proc. § 1011.

25 ( ) **VIA OVERNIGHT DELIVERY** - I caused such envelope to be delivered by hand to  
26 the office of the addressee via overnight delivery pursuant to Code Civ. Proc. § 1013(c).  
27 Said document was deposited at the box regularly maintained by said express service  
28 carrier on the date set forth above.

( ) **VIA FACSIMILE** - I caused such document to be delivered to the office of the  
addressee via facsimile machine pursuant to Code Civ. Proc. § 1013(e). Said document  
was transmitted from the office of City Attorney in Riverside, California, on the date set  
forth above.

I declare under penalty of perjury, under the laws of the State of California that the  
foregoing is true and correct. Executed on July 15, 2019, at Riverside, California.

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